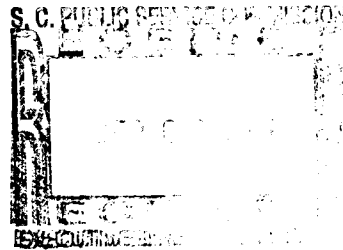


September 6, 2002



330 E. Black Street
PO Box 470
Rock Hill, SC 29731-6470

Mr. Gary Walsh, Executive Director
South Carolina Public Service Commission
Saluda Building
101 Executive Center Drive, Suite 100
Columbia, SC 29210

RE: Approval of Traffic Exchange Agreement negotiated pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mr. Walsh:

Enclosed for filing and approval, please find the Traffic Exchange Agreement negotiated between Rock Hill Telephone Company dba Comporium Communications and Arch Wireless Operating Company, Inc. I have also included an electronic file of the agreement in Microsoft Word format for your inspection.

Both parties believe this agreement complies with the Telecommunications Act of 1996 and seek approval under Section 252(e) of the Act.

If any additional information is required, please let us know.

Respectfully submitted,

W. T. Smoak
Manager – Interconnection Services

Attachments

**EXCHANGE OF TRAFFIC
AGREEMENT BETWEEN
ROCK HILL TELEPHONE COMPANY
AND
ARCH WIRELESS OPERATING COMPANY, INC.**

1.0 INTRODUCTION

This Agreement ("Agreement") is effective as of the 30th day of August, 2002 (the "Effective Date"), by and between Rock Hill Telephone Company ("RHTC"), a South Carolina corporation, with offices at 330 East Black Street, P. O. Box 470, Rock Hill, South Carolina 29731 and Arch Wireless Operating Company, Inc. ("Arch"), a Delaware corporation, with offices at 1800 West Park Drive, Suite 250, Westborough, Massachusetts 01581.

2.0 RECITALS

WHEREAS, RHTC is an incumbent Local Exchange Carrier ("ILEC") in the State of South Carolina;

WHEREAS, Arch is a Commercial Mobile Radio Service ("CMRS") provider operating in the state of South Carolina;

WHEREAS, RHTC will send and Arch will receive telecommunications traffic from RHTC end user customers;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RHTC and Arch hereby agree as follows:

3.0 DEFINITIONS

- 3.1 “Local Service Area” means RHTC’s local calling area contained in RHTC’s General Subscriber Service Tariff and it means the Major Trading Area (“MTA”) as defined in 47 C.F.R. § 24.202(a), in which the call originates (*i.e.*, MTA 6).
- 3.2 “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (*i.e.*, NPA/NXX-XXXX).
- 3.3 “NXX” means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 3.4 “Party” means either RHTC or Arch, and “Parties” means RHTC and Arch.
- 3.5 “Transit traffic” means traffic originating outside of RHTC’s service territory that is transported through any part of RHTC’s network for delivery to Arch’s network.

4.0 SCOPE

This Agreement is intended, inter alia, to describe and enable specific exchange of traffic and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

5.0 SERVICE AGREEMENT

RHTC has assigned blocks of numbers to Arch and has established trunking facilities for connecting RHTC’s network to Arch’s network. RHTC shall assign, subject to availability, additional blocks of numbers, upon reasonable request from Arch, associated with trunking facilities to Arch as necessary to meet Arch’s business demands for numbers. RHTC shall establish a sufficient number of additional facilities as necessary to connect RHTC’s network to Arch’s network so that RHTC can route Local Service Area traffic to Arch’s network without blocking.

RHTC shall route Local Service Area calls from its customers to Arch over the trunking facilities between the Parties’ networks. All other calls shall be routed in accordance with Telcordia’s Traffic Routing Administration instructions.

The Parties acknowledge that they have a responsibility to conserve numbers in accordance with the FCC’s and South Carolina’s rules and regulations.

6.0 COMPENSATION

- 6.1 No compensation will be made by Arch to RHTC for telephone numbers assigned by RHTC to Arch or for trunking facilities provided by RHTC to deliver telecommunications traffic from RHTC's customers to Arch's customers.
- 6.2 No compensation will be made by RHTC to Arch for traffic termination, and no compensation will be made by Arch to RHTC for traffic originating outside the Comporium network and delivered via the network facilities which interconnect the Party's respective networks ("Transit Traffic"). The parties agree to enter good faith renegotiation of this provision if RHTC demonstrates that Transit Traffic exceeds 25% of traffic termination to Arch from RHTC's network.
- 6.3 No compensation or reimbursements will be made between the Parties for any such charges or payments for telephone numbers or trunking facilities invoiced and/or paid prior to the execution date of this agreement. All debts and settlements of such sums are considered complete as of the date of execution of this Agreement.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 7.1 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.2 Each Party is responsible for administering NXX codes assigned to it.
- 7.3 RHTC is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches. In the event Arch obtains its own NPA NXXs, it will be responsible for obtaining LERG listings of the CLLI assigned to its switches.

8.0 TERM AND TERMINATION

- 8.1 The term of this Agreement shall commence on the Effective Date and shall continue a period of two (2) years. This Agreement shall automatically renew for successive one-year periods, unless, not less than thirty (30) days prior to the end of the Term or any renewal term, either Party notifies the other Party of its intent to terminate this Agreement.

- 8.2 In the event that RHTC ceases or plans to cease to operate as an ILEC in South Carolina, RHTC may terminate this Agreement upon sixty (60) days' written notice to Arch.
- 8.3 In the event that Arch ceases to operate as a CMRS provider within the areas of South Carolina where RHTC operates as an ILEC and/or Arch ceases to desire to receive telecommunications traffic and blocks of telephone numbers from RHTC in South Carolina, Arch may terminate this Agreement upon sixty (60) days' written notice to RHTC.
- 8.4 Upon termination or expiration of this Agreement, each Party's indemnification obligations shall survive termination or expiration of this Agreement in accordance with Section 10.0 hereof.
- 8.5 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

9.0 NON-SEVERABILITY

- 9.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.
- 9.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

10.0 INDEMNIFICATION

- 10.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim, liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:
 - (a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(b) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

(c) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

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10.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit, or demand to the Indemnifying Party.

(a) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action, subject to the settlement provisions of this Agreement, and the Indemnifying Party shall indemnify and hold harmless the Indemnified Party from any loss, cost liability, damage and expense including reasonable attorneys fees.

(b) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand upon notice to the other party.

(c) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

(d) The Indemnifying Party shall not settle any matter for which the Indemnified Party is seeking indemnification hereunder unless such settlement involves only the payment of money damages by the Indemnifying Party with a complete release of the Indemnified Party. The Indemnified Party shall not settle any matter hereunder without the prior written consent of the Indemnifying Party, not to be unreasonably withheld, conditioned or delayed.

11.0 LIMITATION OF LIABILITY

11.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing,

furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of negligence or willful misconduct.

- 11.2 Except as otherwise provided in Section 10.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of negligence or willful misconduct.
- 11.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

12.0 MISCELLANEOUS

12.1 Authorization

12.1.1 RHTC is a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

12.1.2 Arch is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, qualified to do business in the State of South Carolina and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

12.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

12.3 Independent Contractors. Neither this Agreement, nor any actions taken by Arch or RHTC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Arch and RHTC, or any relationship other than that of independent contractors. Neither this Agreement, nor any actions taken by Arch or RHTC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the end users of the other Party or other third parties.

12.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (each individually, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event, so long as such Party shall have taken all reasonable steps to correct the Force Majeure event, shall be abated and shall resume without liability thereafter.

12.5 Confidentiality

- 12.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party (a "Receiving Party") or any of its employees, contractors, or agents (its "Representatives") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or with some other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party or was received from a third party free of any obligation to keep it confidential, independently developed by the Receiving Party, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 12.5.2 of this Agreement.
- 12.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and, to the extent possible, prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 12.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party, upon such other Party's request, or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to

use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

- 12.6 Taxes. Each Party shall be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges associated with the provision of its services to its customers.
- 12.7 Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer.
- 12.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 12.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by recognized overnight express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy with confirmation to the following addresses of the Parties:

To: Arch
Arch Wireless Operating Company, Inc.
ATTN: Dennis M. Doyle
Vice President of Telecommunications
1800 West Park Drive, Suite 250
Westborough, MA 01581

To: RHTC
Rock Hill Telephone Company
ATTN: Vice President
of External Affairs
330 East Black Street
Rock Hill, South Carolina 29731

Fax: 508-870-8012

Fax: 803-326-5703

Or, notices shall be sent to such other address as either Party shall designate by proper notice given in accordance with this Section 12.9. Notices will be deemed given as of the earlier of: (i) the date of actual receipt when delivered personally or by certified mail; (ii) the next business day when notice is sent via express delivery; or (iii) on the date set forth on the confirmation in the case of telecopy.

- 12.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, not to be unreasonably withheld, conditioned or delayed.
- 12.11 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 12.12 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing one Party to act for the other Party, nothing in this Agreement shall permit one Party to act as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 12.13 No License. No license under patents, copyrights, or any other intellectual property rights (other than the limited license to use, consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 12.14 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided that the upgrade is made to industry standards, and that the Party initiating the upgrade shall provide the other Party with written notice of any upgrade that will materially impact the other Party's service at least ninety (90) days prior to the incorporation of any such upgrade in its network. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network. Notwithstanding the foregoing, Comporium agrees to provide multi-frequency (DTMF or MF) signaling for the term of this agreement in compliance with industry standards.
- 12.15 Entire Agreement. The terms of this Agreement reflect the entire agreement between the Parties with respect to the provision of trunking facilities and telephone numbers and the exchange and routing of telecommunications traffic, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or

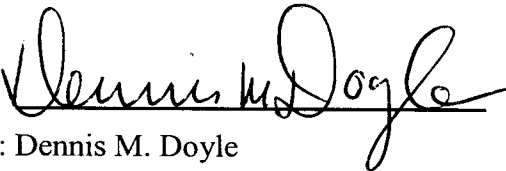
Rock Hill Telephone Company – Arch Wireless Operating Company Agreement

different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

Arch Wireless Operating Company, Inc.

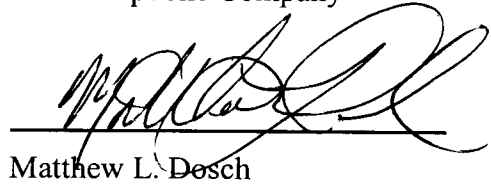
Rock Hill Telephone Company

By: 

Name: Dennis M. Doyle

Title: Vice President, Telecommunications

Date: August 30, 2002

By: 

Name: Matthew L. Desch

Title: Vice President, External Affairs

Date: August 30, 2002